

## **UNIT 1 SUPPLEMENTAL AGREEMENT**

### **Article 1 Secure Space**

In addition to providing meeting space in accordance with Article 3, Section 6 of the MOA between the State of Kansas and KOSE, the Employer will provide a secure file cabinet for the Union's use in the following locations:

KDOT District 1 Headquarters  
KDOT District 2 Headquarters  
KDOT District 3 Headquarters  
KDOT District 4 Headquarters  
KDOT District 5 Wichita Area Office  
KDOT District 6 Headquarters

Union stewards will be provided with the only keys to these file cabinets.

### **Article 2 Training**

**Section 1.** The supervisor and the employee shall meet annually to assess appropriate work-related education and training. The Employer will determine the training plan with input from the employee. Employees may request or volunteer to attend optional training. Employees will be required to attend mandatory training. Fairness and equity will be a factor in the allocation of limited training opportunities and resources.

**Section 2.** The Employer shall provide training and/or on-the-job instruction by an Employer approved trainer necessary to perform the duties listed in the employee's position description in a safe and responsible manner.

**Section 3.** Refresher training for seasonal equipment shall be offered or required as determined by the Employer, or requested by an employee.

**Section 4.** The Employer will offer Certified First Aid Training to all employees periodically in a way that certifications can be maintained.

**Section 5.** Fire Drill Training and Tornado Drill Training will be offered to all employees periodically.

**Section 6.** Time spent in training required by the Employer shall be time worked. Current practices on optional training will be maintained subject to available resources.

**Section 7.** The supervisor and the employee shall review the employee's training accomplishments and reflect them on the Employee's performance evaluation for the relevant evaluation period.

### **Article 3**

#### **Health and Safety**

**Section 1.** Safety is of mutual concern to the Employer and the Union.

**Section 2.** All employees of the appropriate unit shall be alert to any conditions they believe to be unsafe and shall report such conditions to their supervisors.

Supervisors shall see to the prompt investigation of reported unsafe conditions, and shall take such corrective action as may be necessary or shall report the conditions to the agency or facility as appropriate for such action as the agency or facility deems appropriate.

Within the bounds of sound correctional or other management, the employer shall take reasonable measures to protect employees against unreasonable exposure to hazardous conditions. At correctional facilities the institution warden shall make the final determination as to whether any conditions or situations constitute unreasonable exposure to hazardous conditions. At state hospitals the facility superintendent shall make the final determination as to whether any conditions or situations constitute unreasonable exposure to hazardous conditions. At other locations the agency head or designee shall make this determination.

In the event an employee comes into contact with blood or body fluids, arrangements will be made for the employee to shower and/or change his or her uniform, or take other corrective actions as necessary. Other corrective actions include, but are not limited to: First Aid and/or sanitizing of boots and/or equipment.

**Section 3.** The Employer shall continue or shall establish a new Safety Committee at each KDOT District and state hospital. This Safety Committee shall be inclusive of all units covered by the Memorandum of Agreement which became effective May 18, 2008. Up to six members shall be appointed by the Union and up to six members appointed by the Employer to the Safety Committee at each location. The Safety Committee shall meet quarterly for the purposes of identifying and correcting unsafe working conditions.

The Committee shall:

1. Meet on dates and at times established by the Committee and approved by the Employer.
2. Review injury and inspection reports for unsafe and unhealthy patterns.
3. Identify and recommend to the Employer education programs which will motivate the practice of safe working habits.
4. Submit recommendations to the agency head or designee, as appropriate, for improvement in safety and security.



**Section 4.** Time spent traveling to and from and/or participating in Safety Committee meetings shall be considered time worked and compensated accordingly. Transportation, when practicable, shall be provided to all committee members.

**Section 5.** Prior to being required to supervise inmates of the Department of Corrections, employees shall receive the Annual Detail Supervisors training and additional customized training as determined by the agency to be appropriate.

#### **Article 4 Accident Review Committee**

**Section 1.** KDOT management shall establish accident review committees that will convene as necessary to evaluate accidents.

**Section 2.** Each employee who is required to fill out an accident report will be interviewed by the supervisor prior to the supervisor completing the supervisor's portion of the report to provide the employee with the opportunity to include all information that the employee believes is relevant.

**Section 3.** Each employee who is involved in an accident shall be provided with a copy of the DOT Form 26 "KDOT Report of Accident/Incident" at the time it is submitted to the Accident Review Committee and a final copy.

**Section 4.** If the Committee anticipates a recommendation of suspension, demotion or termination and the employee is in a position covered by the KOSE MOA, the Committee will suspend their review of the incident and the employee will be provided an opportunity to meet with the Committee with representation from KOSE to provide the employee's perspective of the accident and its causes before any recommendation is made to the Senior Manager.

#### **Article 5 Meal & Rest Periods**

**Section 1.** All Employees who receive a meal period without pay of one (1) hour or one-half (1/2) hour, as designated by the Employer, shall receive that period near the mid-point of their work shift. If an emergency situation arises which is beyond the control of the immediate supervisor, meal periods may be delayed until relief from another employee may be obtained. If the Employer requires an Employee to work or discuss work during a meal period such time shall count as time worked and the employee shall be compensated to the nearest quarter-hour for that time or be given additional time to provide them with the employee's full lunch period.

**Section 2.** As operational needs allow and except for snow and ice events, all KDOT employees will be provided one (1) twenty (20) minute rest period during each half (1/2) workday. If an emergency situation arises which is beyond the control of the immediate supervisor, rest periods may be delayed until relief from another employee may be

obtained. In no event will breaks be used to start workdays later, end workdays sooner or extend meal periods. While KDOT employees are performing emergency snow and ice removal activities, supervisors are encouraged to provide five (5) to ten (10) -minute breaks approximately every two (2) hours to help reduce stress and fatigue during these extended work periods to help maintain safe operating practices.

**Section 3.** Employees may not elect to forgo meal periods and/or rest periods for the purpose of accruing time off or overtime.

**Section 4.** In accordance with policy, the agency head or designee may authorize reimbursement to employees for one meal per day in the following circumstances, when lodging expense is not incurred: (1) the employee is required to travel on official state business, and the employee's workday, including travel time, is extended three hours or more beyond the employee's regularly scheduled workday; or (2) the employee is required to attend a conference or a meeting as an official guest or participant, and a meal is served during the required attendance time. A meal cannot be reimbursed if the place at which the official business is conducted is within 30 miles of the employee's official station or if a meal is provided at no cost to the employee.

**Section 5.** In the event of an emergency other than snow and ice removal activities which would require the unscheduled extension of an employee's workday for three (3) or more hours, the employee will be provided with an opportunity to make arrangements to obtain a meal or provided relief to enable the employee to obtain a meal.

## **Article 6**

### **Call In and Call Back**

**Section 1.** Employees of the unit who are called in to work on a regular day off or are called back to work after a regular work schedule shall be paid at the appropriate rate of pay for the hours worked. Except as noted below, such employees shall be paid for a minimum of two hours. This Section does not apply to employees performing assigned overtime duties as an extension of their shift. The minimum of two hours shall not apply if the employee was on stand-by when called in or called back, nor shall it apply if the employee was called in or called back during the two hour period immediately prior to the beginning of the employee's next regularly scheduled work shift. Only hours actually worked shall be credited in determining eligibility for overtime compensation.

**Section 2.** If an employee who is not on stand-by is recalled to work more than once on a regular day off or more than once between the end of an employee's shift and the start of the employee's shift on the following day, the employee shall be paid for the entire period of time from the time of the first recall to the end of the last recall.

**Section 3.** In the event employees are sent home early from their regularly scheduled shift in anticipation of call-back but are not called back that night, they shall be paid for the time missed constituting the remainder of their regularly scheduled shift for that day.



**Section 4.** To promote the safety and welfare of KDOT employees and the travelling public, if an employee is to be released to rest in anticipation of reporting back in order to respond to a weather related event, KDOT will send employees home at least six hours before their next shift so they can rest for a reasonable period of time before returning to work. The only exception to the six hour minimum will be unexpected/unanticipated emergencies.

**Section 5.** The Employer shall not use this Article to make permanent changes in employees' work schedules.

**Section 6.** Employees not receiving stand-by pay are not required to respond to call-in/call-back calls. Failure to respond to call-in/call-back when not on stand-by pay or refusal to come in when called-in or called-back while not receiving stand-by pay shall not be reflected on evaluations.

## **Article 7 Allowances**

**Section 1.** Eligible KDOT employees will be reimbursed up to \$250 for purchase of approved personal protective equipment (PPE) and associated work apparel in accordance with relevant KDOT policies and procedures.

**Section 2.** Eligible KDOT employees will be reimbursed up to \$150 for approved tool purchases in accordance with relevant KDOT policies and procedures.

**Section 3.** Employees eligible for both a tool allowance under Section 2 above, and a personal protective equipment allowance under Section 1 above, may as an option choose to instead be reimbursed up to \$300 for approved tool purchases and \$100 for personal protective equipment.

**Section 4.** Employees in non-KDOT positions currently provided work clothing, tools or personal protective equipment or allowances for such items shall continue to be provided those items or allowances.

**Section 5.** KDOT employees eligible for the PPE allowance may choose to divert some of their PPE allowance to have KDOT furnish up to four pairs of work jeans/trousers from a vendor and in a style specified by KDOT for use at work by the employee. The amount spent on work jeans/trousers for an employee shall be deducted from the employee's PPE allowance.

**Section 6.** The parties recognize that the allowances provided for in this Article are dependent on available funding. The Employer will review the availability of funding as part of its annual budget process and notify KOSE in a timely manner if the funding level will not permit the payment of the amount of allowances provided above to eligible individuals. The Employer recognizes the importance of allowances provided for in this article and will fund them to the maximum extent possible. The Employer reserves the

right to terminate/reduce the allowances provided herein upon the announcement of reduction in force and/or furlough actions that may be necessitated by budget constraints beyond the control of management. The Employer will consider all available alternatives prior to reducing or terminating the allowance provided for in this Article.

## **Article 8 Shifts**

At the Department of Corrections, in addition to established eight (8) hour shifts, the Employer may also offer, at its discretion, ten (10) and/or twelve (12) hour shifts to employees who volunteer in writing to their supervisor.

## **Article 9 Erosion**

The Employer retains the right to contract for services in order to maintain the efficiency and effectiveness of governmental operations. The Employer will not privatize bargaining unit work for the purpose of eroding the bargaining unit.

## **Article 10 Senior Progression Programs at KDOT**

**Section 1.** The mission of the Equipment Operator Senior Progression Program, the Equipment Mechanic Senior Progression Program, and the Engineering Technician Senior Training Program is to allow KDOT to keep a well trained workforce. For this reason, the aforementioned programs: a) allow KDOT employees to advance from the entry level to the Senior level of their class series, without having to compete for a position; and b) benefit KDOT by way of providing a better trained and more skilled workforce.

**Section 2.** All requirements shall be obtained after an employee signs up for the program, with the exception of some training courses and certifications as outlined in the manual for the specific program. In all cases, the employee must provide or initiate provision of official documentation of the course completion or certification. Any other activities performed by the employee before the program begins or before the employee signs up to participate will not be counted.

**Section 3.** Each employee will have a set of common tasks as well as a set of tasks specific to the track or program to complete. Requirements may be added or changed at any time by the administrators of the program. KDOT will distribute new or revised requirements with directions for current participants. Subsequent to tests administered by KDOT, employees will be informed of questions they answered incorrectly and the correct answer.

**Section 4.** Participation in a Senior program is voluntary for the employee. All eligible employees will be required to choose whether they are interested in participating by



completing a participation form, however, they may change their mind at anytime by submitting a new participation form. Before deciding to participate, the employee should read the general requirements of the specific program to decide whether he/she meets the requirements to participate in the program and whether he/she wants to participate in the program.

**Section 5.** For programs that have a time limitation, the KDOT Senior Manager may approve extending the term of the program when there are extenuating circumstances. Some extenuating circumstances include, but are not limited to, military leave, family and medical leave (FMLA), vacation or sick leave taken instead of FMLA, and time off for workers compensation.

**Section 6.** KDOT will set up a program to provide a midpoint pay increase for the ET Senior Progression Program of approximately half of the anticipated total pay increase for completing the program based upon pro-rated program requirements. The midpoint program will be implemented no later than six months from the date this Supplemental Agreement becomes effective. KDOT will continue to provide midpoint pay increases for the E.O. Sr. and E.M. Sr. Progression Programs.

**Section 7.** It is the responsibility of the employee to:

- a) notify their supervisor if they wish to participate in the program by completing and submitting the appropriate participation request form for the program;
- b) request the training, demonstrations, and study time necessary to complete the items in the program, and
- c) maintain all the records for the completion of elements of the program.

**Section 8.** Supervisors and managers are responsible to:

- a) maintain the equity and accountability of the program;
- b) assign work according to the established criteria so that all employees have a suitable opportunity to complete the program expeditiously;
- c) maintain the confidentiality of the testing information of the program;
- d) guide and advise all employees in a timely manner to facilitate the goals of the program;
- e) model partnership behavior to the employee; and
- f) create a supportive atmosphere for the program.

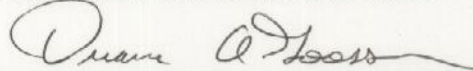
## **Article 11**

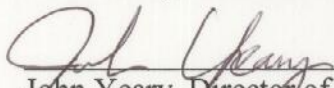
### **Duration**

This Unit 1 Supplemental Agreement is supplemental to the Memorandum of Agreement between the Kansas Organization of State Employees and the State of Kansas (KOSE MOA) that became effective May 18, 2008. This Unit 1 Supplemental Agreement shall become effective the first day of the first full pay period following signature by the parties and shall remain in effect until June 30, 2010. In accordance with Article 23 of

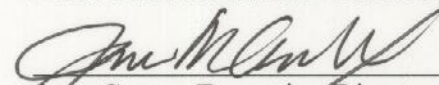
the KOSE MOA this Unit 1 Supplemental Agreement shall automatically be renewed from year to year thereafter unless either party provides written notification to the other by July 1 of the calendar year prior to expiration of its intent to terminate, modify or amend this Supplemental Agreement. If meet and confer is reopened under this paragraph, all provisions of this Supplemental Agreement shall remain in full force and effect during any such re-opener.

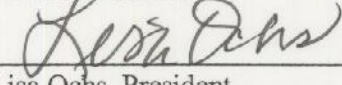
**FOR THE STATE OF KANSAS**

  
Duane Goossen, Secretary  
Kansas Department of Administration


  
John Yeary, Director of Labor Relations  
Kansas Department of Administration

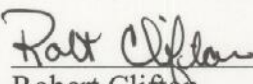
**FOR THE KANSAS ORGANIZATION OF STATE EMPLOYEES**

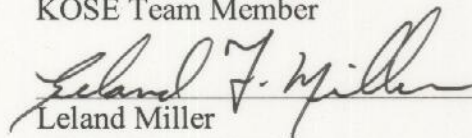
  
Jane Carter, Executive Director  
Kansas Organization of State Employees

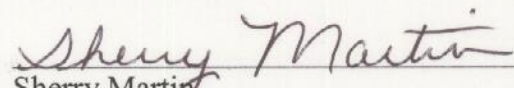
  
Lisa Ochs, President  
Kansas Organization of State Employees

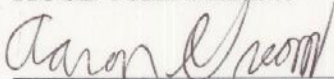
  
Paula Bentley, Co-Chair  
Kansas Organization of State Employees

  
Patrick Staab  
KOSE Team Member

  
Robert Clifton  
KOSE Team Member

  
Leland Miller  
KOSE Team Member

  
Sherry Martin  
KOSE Team Member

  
Aaron Groom  
KOSE Team Member



*Raymond McNeal*

Raymond McNeal  
KOSE Team Member

*Max Bell*

Max Bell  
KOSE Team Member

*Mark Baker*

Mark Baker  
KOSE Team Member

*John Wortman*

John Wortman  
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*Gary Schulz*

Gary Schulz  
KOSE Team Member